

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

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|-----------------------|-------------------------------|---|------------|
| In re application of: | Hickman |) |) |
| Serial No.: | 10/773,617 |) |) Art Unit |
| Confirmation No.: | 7761 |) |) 3764 |
| Filed: | February 6, 2004 |) |) |
| For: | EXERCISE AND HEALTH EQUIPMENT |) |) |
| Examiner: | Glenn E. Richman |) |) |

REVOCATION AND SUBSTITUTE POWER OF ATTORNEY

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned, Everett Smith, Secretary and General Counsel of ICON IP, Inc., the assignee of the entire interest of the above-identified application, as shown by the assignments attached as Exhibit A hereto, which were submitted for recording in the Assignment Branch on Oct. 30, 2007 and recorded at Reel 020031, Frame 0959 and Reel 020031, Frame 0962, hereby revokes all previous powers of attorney in the above-identified application, and hereby appoints as its attorneys and/or patent agents all attorneys and/or patent agents under Customer Number 022913, with full power of substitution and revocation, to prosecute said

application, to make alterations and amendments therein, to receive the Letters Patent, and to transact all business in the Patent and Trademark Office connected therewith.

Everett Smith further declares that all statements made herein of his own knowledge are true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

All correspondence and telephonic communications should be directed to:

Jonathan W. Richards
022913
Customer Number
Telephone: (801) 533-9800
Facsimile: (801) 328-1707

All previous powers of attorney are hereby revoked.

Signed at Logan, Utah, this 31st day of October 2007.

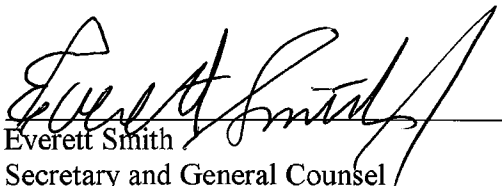
By: 
Everett Smith
Secretary and General Counsel
1500 South 1000 West
Logan, Utah 84321

EXHIBIT A
QUIT CLAIM ASSIGNMENT (CYBERGYM RESEARCH LLC)

WHEREAS, Cybergym Research LLC, a Texas limited liability company having its principal place of business in Marshall, Texas ("Assignor"), may have an interest, including as reflected by the records of the U.S. Patent and Trademark Office, in the following U.S. Patents and patent applications (hereinafter the "Patents and Patent Applications"):

Patents

- 1- U.S. Patent No. 6,193,631 entitled "Force Script Implementation over a Wide Area Network," issued February 27, 2001; and
- 2- U.S. Patent No. 6,749,537 entitled "Method and Apparatus for Remote Interactive Exercise and Health Equipment," issued June 15, 2004 ("jointly referred to as the "Patents").

Patent Applications

- 3- U.S. Patent Application Serial No. 10/729,356, filed December 5, 2003 (pending); and
- 4- U.S. Patent Application Serial No. 10/773,617, filed February 6, 2004 (pending) (jointly referred to as the "Patent Applications").

WHEREAS, ICON IP, Inc., a Delaware corporation having its principal place of business in Logan, Utah ("Assignee"), desires to acquire all right, title and interest in and to the Patents, including the right to sue for past and future infringement thereof.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey unto Assignee all right, title, and interest vested in Assignor, in and to the Patents and the Patent Applications, together with all rights of priority, continuations, divisions, continuations-in-part, continuing prosecution applications, reexaminations, and reissues thereof, and including the right to sue for past and future infringement thereof.

Assignor hereby covenants and agrees that, at any time upon the reasonable request and at the expense of Assignee, Assignor shall execute and deliver such other and additional documents as may be necessary to enable and assist Assignee in recording this Assignment and the transfer of ownership of Patents from Assignor to Assignee, including, but not limited to the execution and delivery of specific assignment documents that may be required, or that may otherwise be necessary or appropriate to carry out the intent and purposes of this Agreement.

SIGNED on this the 29 day of October, 2007.

State of California, County of Santa Clara

By: [Signature]
Michael Gough, President

[NOTARY BLOCK]

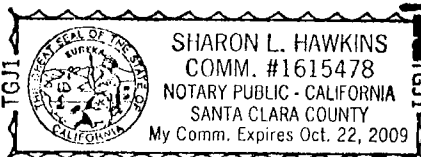
Subscribed and Sworn to (or affirmed)
Before me on this 29 day of Oct, 2007, by

Michael Gough

personally known to be or proved to me on
the basis of satisfactory evidence to be the
person(s) who appeared before me

Michael Gough, President State of California

Signature [Signature]



QUIT CLAIM ASSIGNMENT (CYBERGYM, INC.)

WHEREAS, Cybergym, Inc. a California Corporation having its principal place of business at 26500 Purissima Road, Los Altos Hills, CA 94022 ("Assignor"), may have an interest, including as reflected by the records of the U.S. Patent and Trademark Office, in the following U.S. Patents and patent applications (hereinafter the "Patents and Patent Applications"):

Patents

- 1- U.S. Patent No. 6,193,631 entitled "Force Script Implementation over a Wide Area Network," issued February 27, 2001; and
- 2- U.S. Patent No. 6,749,537 entitled "Method and Apparatus for Remote Interactive Exercise and Health Equipment," issued June 15, 2004 ("jointly referred to as the "Patents").

Patent Applications

- 3- U.S. Patent Application Serial No. 10/729,356, filed December 5, 2003 (pending); and
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NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, and convey unto Assignee all right, title, and interest vested in Assignor, in and to the Patents and the Patent Applications, together with all rights of priority, continuations, divisions, continuations-in-part, continuing prosecution applications, reexaminations, and reissues thereof, and including the right to sue for past and future infringement thereof.

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SIGNED on this the 29th day of October, 2007.

By: _____

Paul L. Hickman, President

State of California, County of

Santa Clara

Subscribed and Sworn to (or affirmed)
Before me on this 29 day of Oct, 2007, by

Paul L. Hickman

personally known to be or proved to me on
the basis of satisfactory evidence to be the
person(s) who appeared before me.

Signature _____

[NOTARY BLOCK]

